mon. *Hiles* v. *Fisher,* 144 N. Y. 386 though in some states, as in Michigan, such rents and profits cannot be subjected to claims of creditors of either. *Dickey* v. *Converse,* 117 Mich. 449.

HUSBAND AND WIFE—NECESSARIES FURNISHED TO BIGAMOUS WIFE.—W, though she had a husband living, had gone through a marriage ceremony with H, and had lived with him as his wife. H discovered the deception that had been practiced on him and was about to institute a prosecution for bigamy against W, when she fled, but before absconding she bought necessaries on H's credit. *Held,* that H is liable even though his purported marriage with W was void. *Frank* v. *Carter* (N. Y. 1916), 113 N. E. 549.

It is usually said that the husband's liability for necessaries furnished the wife arises out of the duty imposed by the marriage relation and it must be shown that the goods were necessaries and that he has failed to furnish them. *Bergh* v. *Warner,* 47 Minn. 250. The husband is always liable where a real agency can be implied, as from the fact that he has previously paid for goods furnished his wife on his credit. *Benjamin* v. *Benjamin,* 15 Conn. 347. A third case of liability arises when goods have been furnished a woman to whom the defendant has never been married but whom he has held out as his wife. The liability there cannot be based upon the duty arising from the marriage relation and it exists even though there is no real agency. Most courts base it upon an estoppel. *Watson* v. *Threlkeld,* 2 Esp. 637; *Hoyle* v. *Warfield,* 28 Ill. App. 628. In *Ryan* v. *Sams,* 12 Ad. & El. 460, and *Blades* v. *Free,* 9 B. & C. 172, an agency could be implied from the facts and the court did not rest the decision entirely on the estoppel. *Watson* v. *Threlkeld, supra* carries the doctrine of estoppel the farthest for it holds the defendant liable even though the plaintiff knew he (the defendant) was not married to the woman to whom the goods were furnished. *Munro* v. *De Chamant,* 4 Camp. 215 holds that the liability of the man for necessaries ceases at the time of the separation from the woman he has held out as his wife. Where a marriage ceremony has in fact taken place (though void because of bigamy of the wife as in *Frank* v. *Carter supra*) the doctrine of estoppel is applied also. The husband is estopped to assert that the woman is not his wife and he will be held liable for goods sold her even after separation, provided the plaintiff did not know of the separation. *Hawley* v. *Ham,* Taylor (Ont.) 385; *Johnson* v. *Allen,* 8 How. Prac. (N. Y.) 506. A fortiori the husband will be liable when he attempts to set up his own bigamy as a defense, *Robinson* v. *Nahon,* 1 Camp. 245.

LANDLORD AND TENANT—COVENANT FOR QUIET ENJOYMENT.—Plaintiff sued his lessor on a covenant for quiet enjoyment. It was proved that other tenants of defendant caused a nuisance which injured plaintiff's business. *Held,* that defendant is not liable in the absence of proof that he authorized or participated in the nuisance. *Malzy* v. *Eichholz* [1916], 2 K. B. 308.

The covenant stipulated that the lessee's quiet enjoyment should not be disturbed by the lessor or anyone claiming through him. It is the law in England and the United States that there is no liability on such a covenant